PROJECT NUMBER P153593

REIMBURSABLE ADVISORY SERVICES AGREEMENT

between the

INFORMATION AND COMMUNICATIONS TECHNOLOGIES FUND
(FONDO DE TECNOLOGÍAS DE LA INFORMACIÓN Y LAS COMUNICACIONES)

and the

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

Dated May 11 **, 2015**

AGREEMENT FOR REIMBURSABLE ADVISORY SERVICES

AGREEMENT dated the 11 day of May 2015, between the INFORMATION AND COMMUNICATIONS TECHNOLOGIES FUND *(FONDO DE TECNOLOGÍAS DE LA INFORMACIÓN Y LAS COMUNICACIONES)* (the "Client") and the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (the "Bank") (jointly referred to as "the Parties").

WHEREAS, the Client has requested the Bank to provide to the Client reimbursable advisory services (the "Reimbursable Advisory Services" or "RAS") described in the Schedule to this Agreement to provide support in the areas of innovation and open data in the Republic of Colombia ("Colombia"), with the purpose to energize the innovation environment through the production of knowledge inputs necessary to conceptualize an open collaboration scheme, design and implement an open data initiative, and prepare a national strategy for the creation of a model for sharing technological solutions among government institutions;

WHEREAS the Bank is willing to contribute US$143,000 from its own budget towards the Reimbursable Advisory Services;

NOW, therefore, the Parties hereto agree as follows:

1. ***Reimbursable Advisory Services***. The Bank shall provide to the Client the services ("Reimbursable Advisory Services" or "RAS") described in the Schedule to this Agreement, on the terms and conditions set out in this Agreement, including the Annex hereto, which constitutes an integral part hereof.

2. ***Client Contacts***. In carrying out the Reimbursable Advisory Services, the Bank will work closely with the designated officials of the Client. The Client will provide the Bank with the names and contact information for said designated officials.

3. ***Timing***. While the Bank undertakes to mobilize all reasonable means available to it to carry out the Reimbursable Advisory Services in a timely manner, the work program and timetable set out in the Schedule to this Agreement have been prepared in good faith based in light of information currently available to the Bank, and are given on an indicative basis assuming that: (i) the Client and its personnel will carry out their respective duties in a satisfactory and timely manner; and (ii) the Client will at all times act in a timely manner in providing information, making decisions and providing necessary support as provided herein and as requested from time to time by the Bank.

4. ***Payment.*** (a) The Client shall pay the Bank a fixed fee of one million six hundred two thousand US Dollars (US$1,602,000), in accordance with the following schedule of payment, but in no event later than December 31, 2015:

	Amount of Installment	Event upon which Payment is Due
1.	$560,700	Upon completion of Deliverables 1, 2, 3, 4, 5, 6, and 7 as set forth in the table included in section B of the Schedule to this Agreement
2.	$560,700	Upon completion of Deliverables 8, 9, 10, 11, 12, and 13 as set forth in the table included in section B of the Schedule to this Agreement
3.	$240,300	Upon completion of Deliverables 14, and 15 as set forth in the table included in section B of the Schedule to this Agreement
4.	$240,300	Upon completion of Deliverables 16 and 17 as set forth in the table included in section B of the Schedule to this Agreement

(b) Payment shall be made, in United States Dollars, in accordance with the schedule of payment in the table above, regardless of any exchange rate changes, in immediately available funds, without any deductions whatsoever for taxes, duties, charges or other withholdings, and notwithstanding any pending dispute between the Parties, to such account as the Bank may from time to time designate in writing. All payments to the Bank hereunder shall be made in full when due, upon submission of an invoice by the Bank.

5. ***Effectiveness.*** This Agreement shall become effective as of the day and year first above written, once it has been duly signed by both Parties.

6. ***Expiration.*** This Agreement shall expire March 30, 2016 unless it shall earlier be renewed with the mutual agreement of the Client and the Bank.

7. ***Termination.*** Either the Client or the Bank may terminate this Agreement prior to its expiration upon ninety (90) days' written notice to the other. Upon receipt of such notice, the Parties shall take all appropriate steps to terminate in an orderly manner the activities then ongoing under the Reimbursable Advisory Services and to settle promptly all outstanding matters.

8. ***Cooperation***. (a) The Client shall at all times provide the Bank in a timely manner with any and all information that may affect the performance of the Reimbursable Advisory Services, inform the Bank of any developments relating to the Reimbursable Advisory Services, and do all things necessary to enable Bank Personnel to carry out the Reimbursable Advisory Services hereunder.

(b) It is expressly agreed and understood that the Bank shall bear no responsibility for delay in performance occasioned by the Client's failure to provide its contribution as set forth in Section D of the Schedule or otherwise cooperate as set forth in paragraph (a) above.



9. ***Notices and Addresses.*** (a) All notices required or permitted to be given pursuant to this agreement shall be in writing and shall be deemed to have been duly given or made when delivered by hand or by mail, or facsimile to the signatories to this Agreement at their addresses as set out below or such other addresses as may be notified by either party from time to time. Notices forwarded by registered mail shall be deemed to be delivered upon delivery. Notices made by facsimile transmission shall also be confirmed by mail, with their effective date being the date of initial transmission.

(b) The following addresses are specified for the purposes of this Agreement:

For the Client:

Fondo de Tecnologías de la Información y las Comunicaciones
Ministerio de Tecnologías de la Información y la Comunicación
Edificio Murillo Toro Cra. 8a entre calles 12 y 13
Bogotá, Colombia
Phone: 57-1 3443460

For the Bank:

The World Bank
1818 H Street, NW
Washington, DC 20433
USA
Phone: (202) 477-1234
Fax: (202) 477- 6391

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names as of the day and year first above written.

INFORMATION AND TELECOMMUNICATIONS TECHNOLOGIES FUND
(FONDO DE TECNOLOGÍAS DE LA INFORMACIÓN Y LAS COMUNICACIONES)

By: ____________________
Authorized Representative
Name: María Carolina Hoyos Turbay
Title: Viceministra General - TIC

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By: ____________________
Authorized Representative
Name: Issam A. Abousleiman
Title: Country Manager - Colombia

BANCO INTERNACIONAL DE RECONSTRUCCION Y FOMENTO

SCHEDULE

Description of the Reimbursable Advisory Services

A. ***Reimbursable Advisory Services.*** Except as the Client and the Bank may otherwise agree, the Reimbursable Advisory Services shall include the following activities and outputs:

1. Information and Communications Technologies ("ICT") open innovation enabling environment

Provision of support for, *inter alia*:

a. (i) Carrying out a diagnosis of the open innovation ecosystem in Colombia, which refers to the existing interaction network between the main innovation actors in ICT and other public entities, entrepreneurs and developers, with the objective of enhancing competitiveness and generating growth and employment in Colombia ("Open Innovation Ecosystem"); and (ii) carrying out an analysis of international best practices in establishing an enabling environment that promotes growth through the Open Innovation Ecosystem ("National Open Innovation Ecosystem Diagnosis Report and Best Practices Analysis").

b. Based on the diagnosis mentioned under sub-section 1.a(i) above, carrying out a workshop with national and international stakeholders to design a model for the development of the Open Innovation Ecosystem ("National Open Innovation Ecosystem Model") ("Open Innovation Ecosystem Co-Design Workshop").

c. Designing a roadmap detailing the steps to take for the development of the Open Innovation Ecosystem ("National Open Innovation Ecosystem Roadmap").

2. National open data strategy

2.1. For the purposes of this Section, "Open Data" refers to the production and use of data that can be freely used, reused and redistributed by anyone for any purpose.

2.2. Provision of support for, *inter alia*:

a. Carrying out an Open Data readiness assessment ("ODRA"), consisting of: (i) an assessment of the government's readiness for the implementation of an Open Data strategy at the national level; and (ii) provision of recommendations of actions to take in order to establish an Open Data strategy (based on a diagnostic of pre-defined topic areas).



b. (i) Development of the required Open Data platform needed for the implementation of an Open Data strategy, through drafting tender documents relating to development of a software as a service ("SaaS") for an Open Data platform ("Tender Documents"); and (ii) customizing and adapting the technical aspects of the SaaS for the creation of an Open Data platform at the national level ("National Open Data Platform").

c. Providing technical assistance for carrying out an Open Data diagnosis for one sector to be selected by the Client, and designing a general action plan for the development on an Open Data strategy in said sector (including the definition of applicable best practices) ("Open Data Diagnosis and Action Plan").

d. Providing technical assistance for designing an Open Data communication strategic plan for the sector referred to under sub-section 2.2(c) above ("Open Data Communication Strategic Plan"), and carrying out training to stakeholders on the design and implementation of the Open Data Communication Strategic Plan ("ODCSP Training").

e. Preparation of specific recommendations in pre-defined thematic areas for the development of an Open Data strategy relating to the sector referred to under sub-section 2.2(c) above ("Open Data Recommendations Report"), and carrying out training to stakeholders on said recommendations ("ODRR Training").

f. Provision of technical assistance for the establishment of an Open Data unit program within the Ministry of Information and Communication Technologies ("MINTIC"), that will be responsible for the implementation and scalability of an Open Data strategy at the national level ("Open Data Unit Program"), which technical assistance shall include, *inter alia*, (1) the analysis of current best practices and carrying out training on the Open Data Unit Program ("ODUP Trainings"); (2) the preparation of a request for proposals from public entities interested in participating in Open Data rapid interventions ("Request for Proposals"); and (3) the establishment of criteria to select any proposal received ("Rapid Interventions Priority List Recommendations").

3. Model of commons for Colombia

Provision of support for, *inter alia*:

a. Establishing strategic guidelines for promoting innovation through the exchange of open-sourced coding software ("Strategic Guidelines Proposal").

b. Development of practical recommendations and of a governance framework aimed at facilitating the exchange of innovative technological solutions among public entities through a platform that connects government administrations, innovators in digital technology, volunteers

and local businesses ("Practical Recommendations and Governance Framework).

c. Establishing guidelines for Open Data standardization based on benchmark and best practices analysis ("Open Data Standardization Guidelines").

d. Development of a technological platform ("Commons Platform") to connect government administrations, innovators in digital technology, volunteers and local businesses with the purpose of developing, sharing and adapting solutions for administration problems at the local level. ("Commons Platform Adaptation for Colombia").

e. Provision of training to public officials (to be selected by the MINTIC) on how to use the Commons Platform ("Commons Platform Training").

f. Carrying out of two workshops with local and international ICT sector stakeholders to promote the establishment of a regional strategy for the adoption of the Commons Platform by other countries in the region ("Regional Coordination Workshops").

It is expressly agreed and understood that the Bank shall not be responsible for hosting and providing maintenance to the Open Data Platform nor the Commons Platform for Colombia.

Any change to the foregoing scope of work shall be set out in a writing signed by the Client and the Bank, setting out the additional work to be undertaken and the fees in respect thereof.

B. ***Timetable.*** Except as the Client and the Bank may otherwise agree, the Bank shall endeavor to perform the Reimbursable Advisory Services in accordance with the following tentative timetable:

No.	Deliverables	Due Date
1.	Tender Documents (Activity 2.b)	Within two months after the signature of this Agreement
2.	National Open Data Readiness Assessment and Action Plan Report (Activity 2.a)	Within four months after the signature of this Agreement
3.	National Open Innovation Ecosystem Diagnosis Report and Best Practices Analysis (Activity 1.a)	Within five months after the signature of this Agreement
4.	Commons Platform Adaptation for Colombia (Activity 3.d)	Within five months after the signature of this Agreement
5.	Open Innovation Ecosystem Co-Design Workshop (Activity 2.b)	Within six months after the signature of this Agreement
6.	Open Data Diagnosis and Action Plan (Activity 2.c)	Within six months after the date of signature of this Agreement



No.	Deliverables	Due Date
7.	Strategic Guidelines Proposal (Activity 3.a)	Within six months after the date of signature of this Agreement
8.	Practical Recommendations and Governance Framework (Activity 3.b)	Within six months after the date of signature of this Agreement
9.	National Open Innovation Ecosystem Model and National Open Innovation Ecosystem Roadmap (Activities 1.b and 1.c)	Within seven months after the date of signature of this Agreement
10.	Commons Platform for Colombia Training (Activity 3.e)	Within seven months after the date of signature of this Agreement
11.	Open Data Standardization Guidelines (Activity 3.c)	Within seven months after the date of signature of this Agreement
12.	Open Data Communication Strategic Plan and ODCSP Training (Activity 2.d)	Within eight months after the date of signature of this Agreement
13.	Open Data Recommendations Report and ODRR Trainings (Activity 2.e)	Within eight months after the date of signature of this Agreement
14.	Open Data Unit Program and ODUP Training (Activity 2.f)	Within eight months after the date of signature of this Agreement
15.	National Open Data Platform (Activity 2.b)	Within eight months after the date of signature of this Agreement
16.	Request for Proposals and Rapid Interventions Priority List Recommendations (Activity 2.f)	Within eight months after the date of signature of this Agreement
17.	Regional Coordination Workshops (3.f)	Within eight months after the date of signature of this Agreement

C. ***Bank Personnel.*** The following is an indicative list of the persons likely to be involved in carrying out the Reimbursable Advisory Services:

- Henry Forero Ramirez, Senior Public Sector Specialist
- Arturo Muente Kunigami, Senior ICT Policy Specialist
- Victor Mulas, ICT Policy Specialist
- Eva Clemente Miranda, ICT Policy Specialist
- Samhir Vasdev, Open Platforms Specialist
- Nagore de los Ríos, Open Data and Open Communication Specialist
- Jean Barroca Gil, Open Innovation Specialist

- Esteve Almirall, Innovation and Technology Specialist
- Rocio Sanchez Vigueras, Operations Analyst

D. ***Counterparts and Facilities***. The Client shall carry out the following activities and provide the following facilities in support of the Reimbursable Advisory Services:

(1) Provide the information required for carrying out the activities described under Section A of this Schedule.

(2) Assist the Bank Personnel in carrying out consultations with private sector and other stakeholders.

(3) Grant access to the Bank Personnel to databases relevant to carrying out the activities described under Section A of this Schedule, and assist with logistics arrangements necessary to carry out field studies and to organize working sessions.

(4) Assist in the organization of meetings, workshops and trainings of multidisciplinary teams, including but not limited to experts in telecommunications, innovation, skills, information and technology industry, and regulation.

(5) Review and Acceptance of Deliverables. (a) Review the deliverables agreed to under Section B of this Schedule within thirty (30) days of their submission by the Bank pursuant to the timetable set forth in Section B of this Schedule. In the absence of any notification from the Client to the Bank with comments or observations within such period, the abovementioned deliverables shall be deemed accepted by the Client without reservations.

(b) Notwithstanding the foregoing, if the Client provided comments or observations to the submitted deliverables within the indicated period, the Bank shall revise those deliverables taking into account the Client's considerations and shall resubmit a final version thereof within sixty (60) days as of the notification from the Client.

E. ***Records.*** The Bank shall keep appropriate records of the Reimbursable Advisory Services in accordance with its normal record-keeping practices and shall furnish to the Client such information regarding the Reimbursable Advisory Services as the Client shall reasonably request.



ANNEX
STANDARD TERMS AND CONDITIONS

1. ***Performance Standard; Non-Exclusivity***. The Bank hereby shall carry out the Reimbursable Advisory Services with the same care and diligence as it uses in its other analytical and advisory activities. The engagement of the Bank as adviser to the Client hereunder is non-exclusive and shall not restrict the Client from engaging other advisers on the same or related issues.

2. ***Bank Personnel***. The Bank shall, in its sole discretion, determine the composition of the staff (including staff holding consultant appointments) ("Bank Personnel") assigned to perform the Reimbursable Advisory Services. The Schedule to this Agreement contains an indicative list of Bank Personnel likely to be involved in carrying out the Reimbursable Advisory Services; provided, however, that the Bank retains at all times the right to assign such other person or persons in addition to, or substitution for, any of the persons appearing on that list as the Bank may deem necessary or appropriate in the performance of its duties hereunder. The Client may, if it has reasonable cause for dissatisfaction with the performance of any of the Bank Personnel, request the Bank to replace such person(s). For avoidance of doubt, it is agreed and understood that this Agreement does not create any employment or other contractual relationship between the Client and Bank Personnel.

3. ***Client Contributions***. The Client shall carry out the activities and provide the facilities and other arrangements set out in the Schedule to this Agreement.

4. ***Bank Operational Policies***. The Bank shall provide its advice in a manner consistent with its relevant environmental and social safeguards policies.

5. ***Confidentiality***. The Parties agree that this Agreement and the outputs set out in the Schedule to this Agreement shall only be made available to the public after the Client has given its written consent to such disclosure. For this purpose, the Client hereby authorizes the Bank to publicly disclose this Agreement and the outputs set out in the Schedule to this Agreement in their final form. With respect to underlying information provided by the Client in support of the Reimbursable Advisory Services, the Client reserves the right to designate said information as confidential. The Bank may publicly disclose such information only after the Client has given its prior consent. With respect to underlying information (other than the final outputs) provided by the Bank in support of the Reimbursable Advisory Services, the Bank reserves the right to designate said information as confidential. The Client may publicly disclose such information only after the Bank has given its prior consent.

6. ***Intellectual Property***. The intellectual property rights of the Parties in any of its pre-existing data or documents used by the Bank in connection with the Reimbursable Advisory Services shall remain with that Party. The intellectual property rights in new materials prepared by the Bank in connection with the Reimbursable Advisory Services

is not settled by agreement of the Parties shall be finally settled by arbitration in accordance with the UNCITRAL Arbitration Rules in force on the date of this Agreement. In the event of a conflict between the UNCITRAL Arbitration Rules and the terms of this Agreement, the terms of this Agreement shall govern.

(b) Neither the Client nor the Bank shall be entitled in any proceeding under paragraph (a) of this Section to assert any claim that any provision of these Standard Conditions or of the RAS Agreement is invalid or unenforceable because of any provision of the Bank's Articles of Agreement

11. ***Privileges and Immunities; Tax Immunity.*** The Client recognizes and shall take all reasonable steps to give effect to the status, immunities and privileges of the Bank and its Personnel set forth in the Bank's Articles of Agreement and other applicable rules of law. The Parties acknowledge and agree that no provision of this Agreement, nor the submission to arbitration by the Bank, in any way constitutes or implies a waiver, renunciation, termination, or modification by the Bank of any privilege, immunity or exemption of the Bank granted in the Bank's Articles of Agreement and other applicable rules of law. This includes, inter alia, the immunity of the Bank, its assets, income and its operations and transactions, from all taxation and customs duties.

12. ***Amendments.*** Any amendment or waiver of, or any consent given under, any provision of this Agreement shall be in writing and, in the case of an amendment, signed by the Parties.

13. ***Saving of Rights.*** No course of dealing and no failure or delay by any party hereto in exercising any power, remedy, discretion, authority or other right under this Agreement shall impair, or be construed to be a waiver of or an acquiescence in, that or any other power, remedy, discretion, authority or right under this Agreement, or in any manner preclude its additional or future exercise.

14. ***Successors and Assignees; No Assignment without Consent.*** This Agreement binds and benefits the respective successors and assignees of the Parties, provided that none of them may assign this Agreement in whole or in part without the prior consent of the other.

15. ***Entire Agreement and Counterparts.*** (a) This Agreement, together with its Schedule, constitutes the entire agreement among the Parties hereto and supersedes any and all prior agreements, understandings and arrangements, oral or written, between the Parties with respect to the subject matter hereof.

(b) This Agreement may be executed in several counterparts, each of which is an original, but all of which constitute the same agreement.

16. ***Termination.*** Notwithstanding termination or expiration of this Agreement, the provisions of this Agreement relating to (i) obligation of confidentiality

shall belong to the Bank; *provided, however*, that the Client shall have the global, non-exclusive, perpetual (for the duration of the copyright), and royalty-free right to use, copy, display, distribute, publish and create derivative works of all or part of these materials and incorporate the information therein in its research, papers, publications, web sites, and other media without the consent of the Bank, subject to the limitations on disclosure of confidential information and any third party rights, as indicated in paragraph 5, ***Confidentiality***, of this Annex.

7. ***Representation of the Bank's views and use of the Bank's name, marks and logo.*** (a) The Client agrees that it shall not represent, or permit the representation of, the Bank's views without the prior written consent of the Bank.

(b) The Client further agrees that it shall not use, or permit the use of the Bank's name, marks or logos in any advertisements, promotional literature or information without the prior written consent of the Bank, and that if such consent is provided that it shall use the name, marks and logos strictly in accordance with the permission provided and with the insertion of the Bank's usual disclaimers.

(c) Both Parties shall include the appropriate attribution and disclaimers in new materials prepared in connection with the Reimbursable Advisory Services.

8. ***Disclaimers and Liabilities.*** (a) While the Bank will make diligent efforts in its performance of the Reimbursable Advisory Services, the Bank makes no express or implied representation or warranty as to the extent of success that may be achieved in the implementation of any recommendation contained in any work product prepared by or with the assistance of the Bank or Bank Personnel.

(b) Without limitation to the immunities and privileges of the Bank under its Articles of Agreement and other applicable rules of law, the Bank shall not be liable to the Client or other third party for any loss, cost, damage or liability that the Client shall incur as a result of the Reimbursable Advisory Services.

(c) The Parties acknowledge and agree that it is not the purpose of this Agreement to create a partnership, joint venture or similar arrangement whereby the Parties could be held jointly liable vis-a-vis third Parties or for any other purposes. Nothing herein shall constitute a commitment by the Bank to provide financing to the Client in respect of the Project or otherwise.

9. ***Enforceability.*** The rights and obligations of the Bank and the Client under this Agreement shall be valid and enforceable in accordance with their terms notwithstanding the law of any state or political subdivision thereof to the contrary.

10. ***Settlement of Disputes.*** (a) The Parties hereto will endeavor in good faith to resolve any differences and disputes under, or in connection with, this Agreement by amicable settlement. Any dispute arising out of or in connection with this Agreement which



under Section 5 of this Annex, (ii) the obligations spelled out in Sections 6 on Intellectual Property and 11 on Privileges and Immunities of this Annex; and (iii) the obligation of the Client to pay to the Bank remuneration for the Reimbursable Advisory Services performed prior to the date of termination or expiration of the Agreement, as well as reimbursement of any reasonable costs related to the termination of the Agreement by the Client, shall continue in full force and effect.

